## FIRST AMENDMENT TO CHARLOTTE MAY STROH FAMILY TRUST AGREEMENT

This Agreement, made this 4th day of February, 1993, by and between Charlotte May Stroh (hereinafter called "Grantor"), and Charlotte May Stroh (hereinafter called "Trustee"):  $\frac{1480_{PAGS}}{211}$ 

## WITNESSETH:

WHEREAS, Charlotte May Stroh is the Grantor under a Trust Agreement dated the 18th day of September, 1991; and

WHEREAS, under Article Three of said Trust Agreement, the Grantor reserves the power to amend this Trust Agreement; and

WHEREAS, the Grantor desires to make certain changes in said Trust Agreement, as follows:

NOW, THEREFORE, the parties agree as follows:

- 1. Grantor hereby amends the Charlotte May Stroh Family Trust Agreement, in part, so as to revoke subparagraph B of Article Two and in its place and stead, substitutes the following:
  - B. <u>Successor Trustee</u>: Upon the resignation or incompetency of Charlotte May Stroh, so that she can no longer serve as Trustee, then in that event, Kathleen S. Goudie shall serve as Trustee, until such time as Charlotte May Stroh shall be able and willing to resume her responsibilities as Trustee.
- 2. Grantor hereby amends the Charlotte May Stroh Family Trust Agreement, in part, so as to revoke subparagraph C of Article Two and in its place and stead, substitutes the following:
  - C. <u>Successor Trustee in the Event of Death</u>: Upon the death of Charlotte May Stroh, then in that event Kathleen S. Goudie shall serve as Successor Trustee.
- 3. Grantor hereby amends the Charlotte May Stroh Family Trust Agreement, in part, so as to revoke subparagraph D of Article

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Ray Owen, Jr. Attorney At Law 320 Ouachita Ave., Suite 300 Hot Springs, Arkunsas 71901 First Amendment to Charlotte May Stroh Family Trust Agreement Page Two

Two and in its place and stead, substitutes the following:

- D. <u>Alternate Successor Trustee</u>: In the event Kathleen S. Goudie is unwilling or unable to serve as Trustee, then and in that event, Merten W. Stroh, Jr. shall serve as Successor Trustee.

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- 4. Grantor hereby amends the Charlotte May Stroh Family Trust Agreement, in part, so as to revoke subparagraph C of Article Five and in its place and stead, substitutes the following:
  - C. <u>Termination Upon Grantor's Death</u>: Upon Grantor's death, this Trust shall terminate and all the assets and property comprising the corpus of same shall be delivered and distributed to the following Trust beneficiaries in the following percentage shares among and between the Grantors six (6) children, to-wit:
  - (1) Eighteen percent (18%) of the corpus of the Trust to Diane Shaffer, 3300 W. Park Boulevard, Apartment 2204, Plano, Texas 75075;
  - (2) Eighteen percent (18%) of the corpus of the Trust to Barbara Perkins, 5207 Hollytree, Apartment 1506, Tyler, Texas 75703;
  - (3) Ten percent (10%) of the corpus of the Trust to Major John Stroh, 33430 Waco Road, Shawnee, OK 74801;
  - (4) Eighteen percent (18%) of the corpus of the Trust to Laura Stroh, 2852 Elmwood, Stockton, CA 95204;
  - (5) Eighteen percent (18%) of the corpus of the Trust to Merten W. Stroh, Jr., 5656 San Mateo Cove, No. 1, Memphis, TN 38115;
  - (6) Eighteen percent (18%) of the corpus of the Trust to Kathleen S. Goudie, 6401 Dean Road, Lake Cormorant, MS 38641.

In the event that any of Grantor's children shall have predeceased Grantor leaving issue, then and in that event, the share of said deceased child shall be divided equally among and between his or her issue, per stirpes First Amendment to Charlotte May Stroh Family Trust Agreement Page Three

> and not per capita. In the event that any of Grantor's children shall have predeceased Grantor leaving no issue, then, the share of that said deceased child shall be divided equally among and between the surviving children and the issue of any deceased child, per stirpes and not per capita.

IN WITNESS WHEREOF, the Grantor and Trustee have signed, VOL  $1480_{ ext{PAGE}}213$ sealed and acknowledged this Agreement.

> RLOTTE MAY'STROH, Grantor and Trustee

STATE OF ARKANSAS)

SS

ACKNOWLEDGMENT

COUNTY OF GARLAND)

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, CHARLOTTE MAY STROH to me well known as the Grantor and Trustee who signed the foregoing instrument and stated that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 4th day of February, 1993.

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OFFICIAL SEAL JACKIE BRADLEY OTARY PUBLIC - ARKANSAS GARLAND COUNTY My Comm. Expires 12-10

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CUTT CERTIFICATE OF RECORD Vicki E. Threadgill, Circuit Clerk and Exofficio Recorder for Garland County, Arkansas, do hereby certify that this instrument was filed for record in my office as indi-cated hereon and the same is now duly recorded with the acknowledgement and pertificate thereon in Record Book and Page as indicated thorean.

PLANCES WHEREOF, I have heresupposet my orne and affected the seal of said Crunt on the date indicated hereon.

Circuit Clath.

Ray Owen, Jr. Attorney At Law 320 Quachita Ave., Suite 300 Hot Springs, Arkansas 71901

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